

1 THE HONORABLE MARY JO HESTON

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7 UNITED STATES BANKRUPTCY COURT
8 WESTERN DISTRICT OF WASHINGTON AT TACOMA

9 In re

10 SARAH HOOVER,

11 Debtor.

Chapter 13

Case No.: 19-42890-MJH

PHH MORTGAGE CORPORATION'S
JOINDER TO IH6 PROPERTY
WASHINGTON, L.P.'S MOTION TO
ANNUL AUTOMATIC STAY

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15 PHH Mortgage Corporation ("PHH"), an interested party in the above-entitled Chapter
16 13 bankruptcy, by and through its undersigned counsel, hereby joins in *IH6 Property*
17 *Washington, L.P.'s Motion to Annul Automatic Stay* (the "IH6's Motion") [Dkt. # 18].

18 In furtherance of that Joinder, PHH notes that Debtor never became the successor in
19 interest under the Note and Deed of Trust secured by the real property located at 18205 106th St
20 E, Bonney Lake, WA 98391 (the "Property") prior to filing bankruptcy. The Borrower under the
21 Note and Deed of Trust is Ali Suleiman ("Borrower"), not the Debtor. The Deed of Trust
22 provides that "any Successor in Interest of Borrower who assumes Borrower's obligations under
23 this Security Instrument in writing, and *is approved by Lender*, shall obtain all of Borrower's

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rights and benefits under this Security Instrument.” Declaration of Ryan S. Moore, **Exhibit A**, Deed of Trust at 10, ¶ 13. (emphasis added). There is no dispute that the Debtor was not approved as a successor-in-interest to the Borrower before filing bankruptcy and before the Property sale. As stated in IH6’s Motion, Suleiman, not his trust, is on title for the Property. IH6’s Motion at 7.

In Hoover’s Declaration, she wrote a hardship affidavit to PHH dated September 11, 2019, as part of a loss mitigation package submitted to PHH on or about September 19, 2019. Hoover Decl., H at 13. In the hardship letter, Debtor does not state that she filed bankruptcy two days ago and a sale is taking place two days later. Instead, she states “I...*would like to assume the loan.*” (emphasis added). That admission makes clear that Debtor had not been approved in writing to assume the Loan before she filed bankruptcy or before the September 13, 2019 sale took place. As a result, she was not the Borrower or successor-in-interest thereto, and the automatic stay did not apply to her.

WHEREFORE, PHH respectfully requests that this Court grant IH6’s Motion to Annul the Automatic stay and for such other relief as this Court deems necessary.

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2 DATED: February 20, 2020.

3 **HOUSER LLP**

4 By: s/ Ryan S. Moore

5 s/ Robert W. Norman, Jr.

6 Ryan S. Moore (WSBA 50098)

7 rmoore@houser-law.com

8 Robert W. Norman, Jr. (WSBA 37094)

9 bnorman@houser-law.com

10 Attorneys for PHH Mortgage Corporation

1 **CERTIFICATE OF SERVICE**

2 I the undersigned declare as follows: I am over the age of 18 years and am not a party
3 to this action. On February 20, 2020, I served the foregoing document(s): PHH MORTGAGE
4 CORPORATION'S JOINDER TO IH6 PROPERTY WASHINGTON, L.P.'S MOTION TO
5 ANNUL AUTOMATIC STAY in the manner described below:

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☐ Courier

14 I declare under penalty of perjury under the laws of the United States of America that
15 the foregoing is true and correct.

16 Dated: February 20, 2020

17 s/ Shawn Williams
18 Shawn Williams